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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
10 **WESTERN DIVISION**

11 TIMOTHY JAFFE, an individual,

12 Plaintiff,

13 v.

14 SEDGWICK CLAIMS MANAGEMENT
15 SERVICES, INC., an Illinois corporation;
and DOES 1-50; inclusive,

16 Defendants.
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Case No. 2:17-cv-03421-ODW-(Ex)

**ORDER ON JOINT
STIPULATION FOR
PROTECTIVE ORDER**

[DISCOVERY MATTER]

Complaint Filed: March 24, 2017

District Judge: Hon. Otis D. Wright, II
Courtroom: 5D

Magistrate: Hon. Charles F. Eick
Courtroom: 20

Trial Date: Not Set

20 PURSUANT TO THE JOINT STIPULATION FOR PROTECTIVE ORDER
21 SUBMITTED BY DEFENDANT SEDGWICK CLAIMS MANAGEMENT
22 SERVICES, INC. ("DEFENDANT") AND PLAINTIFF TIMOTHY JAFFE
23 ("PLAINTIFF"):

24 1. Any party to this litigation and any third-party shall have the right to
25 designate as "Confidential" and subject to this Order any information, document, or
26 thing, or portion of any document or thing which the producing party otherwise
27 believes in good faith: (a) contains trade secrets, competitively sensitive technical,
28 marketing, financial, sales or other confidential business information, or (b) contains

1 private or confidential personal information, including, but not limited to, home
2 addresses, electronic mail address, Social Security numbers, financial account
3 numbers, driver's license numbers, dates of birth, employment information, or (c)
4 contains information received in confidence from third parties, or (d) which the
5 producing party otherwise believes in good faith to be entitled to protection under
6 Rule 26(c)(1)(G) of the Federal Rules of Civil Procedure (hereinafter "Confidential
7 Material"). Any party to this litigation or any third-party covered by this Order, who
8 produces or discloses any Confidential Material, including without limitation any
9 information, document, thing, interrogatory answer, admission, pleading, or
10 testimony, shall mark the same with the foregoing or similar legend:

11 "CONFIDENTIAL" or "CONFIDENTIAL – SUBJECT TO PROTECTIVE
12 ORDER."

13 2. Any party to this litigation and any third-party shall have the right to
14 designate as "Attorneys' Eyes Only" and subject to this Order any information,
15 document, or thing, or portion of any document or thing which the producing party
16 otherwise believes in good faith: contains financial information and/or corporate
17 ownership information of a highly confidential and/or proprietary nature or employee
18 information of a highly confidential or private nature such as employee disciplinary
19 matters, salary information and/or other private information (hereinafter "Attorneys'
20 Eyes Only Material"). Any party to this litigation or any third-party covered by this
21 Order, who produces or discloses any Attorneys' Eyes Only Material, including
22 without limitation any information, document, thing, interrogatory answer, admission,
23 pleading, or testimony, shall mark the same with the foregoing or similar legend:

24 "ATTORNEYS' EYES ONLY – SUBJECT TO PROTECTIVE ORDER."

25 3. Any party to this litigation and any third-party that designates
26 information, documents, items or oral or written communications for protection under
27 this Order must take care to limit any such designation to specific material that
28 qualifies under the appropriate standards. To the extent it is practical to do so, the

1 designating party must designate for protection only those parts of material,
2 documents, items, or oral or written communications that qualify – so that other
3 portions of the material, documents, items, or communications for which protection is
4 not warranted are not swept unjustifiably within the ambit of this Order.

5 4. If it comes to a designating party's attention that information or items
6 that it designated for protection do not qualify for protection at all or do not qualify for
7 the level of protection initially asserted, that designating party must promptly notify
8 all other parties that it is withdrawing the mistaken designation.

9 5. All Confidential Material and Attorneys' Eyes Only Material shall be
10 used by the receiving party solely for purposes of the prosecution or defense of this
11 action, shall not be used by the receiving party for any business, commercial,
12 competitive, personal or other purpose, and shall not be disclosed by the receiving
13 party to anyone other than those set forth in Paragraph 7, unless and until the
14 restrictions herein are removed either by written agreement of counsel for the parties,
15 or by Order of the Court.

16 6. Unless otherwise ordered by the court or permitted in writing by the
17 designating party, a receiving party may disclose any information or item designated
18 "CONFIDENTIAL" only to:

- 19 a. Counsel for the parties, including outside counsel (herein defined
20 as any attorney at the parties' outside law firms) and relevant in-
21 house counsel for the parties, as well as employees of all such
22 Counsel to whom it is reasonably necessary to disclose the
23 information for this litigation;
- 24 b. Experts or consultants of the receiving party to whom disclosure is
25 reasonably necessary for this litigation, provided they have signed
26 a non-disclosure agreement in the form attached hereto as Exhibit
27 A;
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- 1 c. Secretarial, paralegal, clerical, duplicating and data processing
- 2 personnel of the foregoing;
- 3 d. The Court and its personnel;
- 4 e. Any deponent may be shown or examined on any information,
- 5 document or thing designated Confidential if it appears that the
- 6 witness authored or received a copy of it, was involved in the
- 7 subject matter described therein or is employed by the party who
- 8 produced the information, document or thing, or if the producing
- 9 party consents to such disclosure;
- 10 f. The author or recipient of a document containing the information
- 11 or a custodian or other person who otherwise possessed or knew
- 12 the information;
- 13 g. Vendors retained by or for the parties to assist in preparing for
- 14 pretrial discovery, trial and/or hearings including, but not limited
- 15 to, court reporters, litigation support personnel, ESI vendors and
- 16 consultants, jury consultants, individuals to prepare demonstrative
- 17 and audiovisual aids for use in the courtroom or in depositions or
- 18 mock jury sessions, as well as their staff, stenographic, and clerical
- 19 employees whose duties and responsibilities require access to such
- 20 materials; and
- 21 h. The parties. In the case of parties that are corporations or other
- 22 business entities, "party" shall mean executives who are required
- 23 to participate in decisions with reference to this lawsuit.

24 7. Unless otherwise ordered by the court or permitted in writing by the
25 designating party, a receiving party may disclose any information or item designated
26 "ATTORNEYS' EYES ONLY" only to the persons identified in Paragraphs 6(a)
27 through (g), but shall not be disclosed to the requesting party itself, or to an officer,
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1 director or employee of requesting party, or anyone else unless otherwise agreed to in
2 writing or ordered.

3 8. With respect to any depositions that involve a disclosure of Confidential
4 Material or Attorneys' Eyes Only Material of a party to this action, such party shall
5 have until thirty (30) days after receipt of the deposition transcript within which to
6 inform all other parties that portions of the transcript are to be designated Confidential
7 or Attorneys' Eyes Only, which period may be extended by agreement of the parties.
8 No such deposition transcript shall be disclosed to any individual other than those
9 described in Paragraph 6(a), (b), (c), (d) and (f) above and the deponent during these
10 thirty (30) days, and no individual attending such a deposition shall disclose the
11 contents of the deposition to any individual other than those described in Paragraph
12 6(a), (b), (c), (d) and (f) above during said thirty (30) days. Upon being informed that
13 certain portions of a deposition are to be designated as Confidential or Attorneys'
14 Eyes Only, all parties shall immediately cause each copy of the transcript in its
15 custody or control to be appropriately marked and limit disclosure of that transcript in
16 accordance with Paragraphs 5 through 7.

17 9. Any party may object to a designation of the materials as Confidential
18 Information or Attorneys' Eyes Only Information. The party objecting to the
19 designation shall notify counsel for the designating party and identify in writing with
20 reasonable specificity, the objected-to materials and the grounds for the objection.
21 The parties shall attempt to resolve any such dispute by holding a conference of
22 counsel, as set forth in Civil Local Rule 37-1. If the parties are unable to settle their
23 differences, they shall formulate a joint written stipulation in conformance with the
24 requirements of Civil Local Rule 37-2 and 37-2.1-2.3. The materials at issue shall be
25 treated as Confidential Information or Attorneys' Eyes Only Information, as
26 designated by the designated party, until the Court has ruled on the objections or the
27 matter has otherwise been resolved.

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1 10. The party seeking to submit Confidential Material or Attorneys' Eyes
2 Only Material to the Court will seek an order of this Court permitting that party to file
3 materials under seal pursuant to Local Rule 79-5.2.2(a) or (b) or other applicable
4 Local Rule and, when such order issues, shall file the material under seal pursuant to
5 Local Rule 79-5.2.2(c) or other applicable Local Rule.

6 11. If the need arises during trial or at any hearing before the Court for any
7 party to disclose Confidential Material or Attorneys' Eyes Only Material, it may do so
8 only after giving notice to the producing party and as directed by the Court.

9 12. To the extent consistent with applicable law, the inadvertent or
10 unintentional disclosure of Confidential Material or Attorneys' Eyes Only Material
11 that should have been designated as such, regardless of whether the information,
12 document or thing was so designated at the time of disclosure, shall not be deemed a
13 waiver in whole or in part of a party's claim of confidentiality, either as to the specific
14 information, document or thing disclosed or as to any other material or information
15 concerning the same or related subject matter. Such inadvertent or unintentional
16 disclosure may be rectified by notifying in writing counsel for all parties to whom the
17 material was disclosed that the material should have been designated Confidential or
18 Attorneys' Eyes Only. Such notice shall constitute a designation of the information,
19 document or thing as Confidential Material or Attorneys' Eyes Only Material under
20 this Order, and the receiving party shall cooperate to restore the confidentiality of the
21 inadvertently disclosed information.

22 13. When the inadvertent or mistaken disclosure of any information,
23 document or thing protected by privilege or work-product immunity is discovered by
24 the producing party and brought to the attention of the receiving party, the receiving
25 party's treatment of such material shall be in accordance with Federal Rule of Civil
26 Procedure 26(b)(5)(B). Such inadvertent or mistaken disclosure of such information,
27 document or thing shall not by itself constitute a waiver by the producing party of any
28 claims of privilege or work-product immunity. However, nothing herein restricts the

1 right of the receiving party to challenge the producing party's claim of privilege if
2 appropriate within a reasonable time after receiving notice of the inadvertent or
3 mistaken disclosure.

4 14. This Order shall not deprive any party of its right to object to discovery
5 by any other party or on any otherwise permitted ground. This Order is being entered
6 without prejudice to the right of any party to move the Court for modification or for
7 relief from any of its terms.

8 15. Upon final conclusion of this litigation, including the expiration of any
9 appeals thereof, each party or other individual subject to the terms hereof shall be
10 under an obligation to certify that they have either returned to opposing counsel or
11 destroyed all originals and unmarked copies of documents and things containing
12 Confidential Material or Attorneys' Eyes Only Material and to destroy, should such
13 source so request, all copies of Confidential Material or Attorneys' Eyes Only
14 Material that contain and/or constitute attorney work product as well as excerpts,
15 summaries and digests revealing Confidential Material or Attorneys' Eyes Only
16 Material; provided, however, that counsel may retain complete copies of all transcripts
17 and pleadings including any exhibits attached thereto for archival purposes, subject to
18 the provisions of this Protective Order.

19 16. This Order may be modified by agreement of the parties, subject to Court
20 approval. In addition, the Court may modify the protective order in the interests of
21 justice and for public policy reasons.

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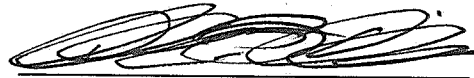
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1 17. The within order and parties' stipulation do not change, amend or
2 circumvent any court rule or local rule.

3 IT IS SO ORDERED.

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5 Dated: 9/11, 2017

By:



Honorable Charles F. Eick
United States Magistrate Judge

EXHIBIT A

AGREEMENT TO COMPLY WITH PROTECTIVE ORDER

I, _____, being duly sworn, state that:

1. My address is _____.

2. My present employer is _____ and the address of my present employment is _____.

3. My present occupation or job description is _____.

4. I have carefully read and understood the provisions of the Protective Order in the case entitled *Timothy Jaffe v. Sedgwick Claims Management, Inc.*, United States District Court, Central District of California Case No. 2:17-cv-03421-ODW-(Ex), signed by the Court, and I will comply with all provisions of that order.

5. I will hold in confidence and not disclose to anyone not qualified under the Order any Confidential Material or Attorneys' Eyes Only Material or any words, summaries, abstracts, or indices of Confidential Information or Attorneys' Eyes Only Material disclosed to me.

6. I will limit use of Confidential Material and Attorneys' Eyes Only Material disclosed to me solely for the purposes of this action.

7. No later than the final conclusion of the case, I will return all Confidential Material and Attorneys' Eyes Only Material and any summaries, abstracts, and indices thereof which come into my possession, and documents or things which I have prepared relating thereto, to counsel for the party for whom I was employed or retained.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: _____, 20____

Name: _____